

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8011027

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
HEARTLAND FOOD PRODUCTS, LLC	06/16/2023
RECEIVING PARTY DATA	
Name:	CAPITAL ONE, NATIONAL ASSOCIATION, AS AGENT
Street Address:	1680 CAPITAL ONE DRIVE
City:	MCLEAN
State/Country:	VIRGINIA
Postal Code:	22102
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	29514458
Patent Number:	8579161
CORRESPONDENCE DATA	
Fax Number:	(888)829-5817
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	888-829-5819
Email:	john.cunningham@wolterskluwer.com
Correspondent Name:	CT CORPORATION
Address Line 1:	208 S LASALLE
Address Line 2:	SUITE 814
Address Line 4:	CHICAGO, ILLINOIS 60604
NAME OF SUBMITTER:	/GREGORY T. PEALER/
SIGNATURE:	/Gregory T. Pealer/
DATE SIGNED:	06/16/2023
Total Attachments: 7	
source=Patent 93544911#page1.tif	
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RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Heartland Food Products, LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 16, 2023

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Capital One, National Association, as Agent

Internal Address: _____

Street Address: 1680 Capital One Drive

City: McLean

State: Virginia

Country: U.S.A. Zip: 22102

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule I attached hereto.

See Schedule I attached hereto.

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Gregory T. Pealer

Internal Address: c/o Chapman and Cutler LLP

Street Address: 320 South Canal Street

City: Chicago

State: IL Zip: 60606

Phone Number: 312-845-2955

Docket Number: 4410916

Email Address: pealer@chapman.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Gregory T. Pealer
Signature

June 16, 2023

Date

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 064006 FRAME: 0908

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of June 16, 2023 (this “*Patent Security Agreement*”), is made by Heartland Food Products, LLC, a Kansas limited liability company (the “*Grantor*”), in favor of Capital One, National Association (“*Capital One*”), as administrative agent (in such capacity, together with its permitted successors and permitted assigns, “*Agent*”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 16, 2023, by Waffle Intermediate Holdco, LLC, a Delaware limited liability company, Waffle Parent, LLC, a Delaware limited liability company (“*Borrower*”), the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date with the Credit Agreement in favor of Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, the Grantor hereby agrees with Agent as follows:

SECTION 1. DEFINED TERMS.

Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.

The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the undersigned, hereby pledges to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “*Patent Collateral*”); *provided, however*, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property and none of the covenants or representations and warranties herein shall

be deemed to apply to any assets constituting Excluded Property; *provided, further*, that if and when any of the following property of the Grantor shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein:

(a) all of its Patents (as defined in the Credit Agreement), including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities (as defined in the Credit Agreement) at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. GUARANTY AND SECURITY AGREEMENT.

The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

SECTION 4. GRANTOR REMAINS LIABLE.

The Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder.

SECTION 5. TERMINATION.

This Patent Security Agreement shall terminate and the Lien on and the security interest in the Patent Collateral shall be released upon the Payment in Full (as defined in the Credit Agreement) of the Secured Obligations. Upon the termination of this Patent Security Agreement, Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Patent Collateral granted herein.

SECTION 6. COUNTERPARTS.

This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Patent Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 7. GOVERNING LAW.


The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Patent Security Agreement, including, its validity, interpretation, construction, performance and enforcement (including, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

HEARTLAND FOOD PRODUCTS, LLC, as the
Grantor

By: 

Name: George Russell

Title: President and Secretary

Acknowledged and Agreed as of the
date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION, as Agent

By: Edgar Abreu
Name: Edgar Abreu
Title: Assistant Vice President

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

PATENT REGISTRATIONS

1. REGISTERED PATENTS

PATENT NAME	APPLN NO.	FILED	REGN / PUB NO.	REGN / PUB DATE	OWNER
PANCAKE FORMING PLATES FOR PANCAKE BAKER (Design)	29/514,458	1/13/2015	D751,342	3/15/2016	Heartland Food Products, LLC
Low profile batter dispenser (Utility)	12/454,290	5/15/2009	8,579,161	11/12/2013	Heartland Food Products, LLC

2. PATENT APPLICATIONS

None